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OM 8-28-08
No Action
verizon

Verizon Northwest Inc.

P.O. Box 1003
Everett, WA 98206-1003
Fax: 425-261-5262

July 14, 2008

Washington Utilities and
Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504-7250

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COMMUNICATIONS SECTION

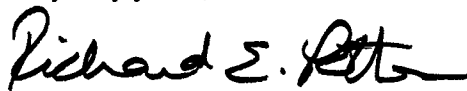
Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 364

To whom it may concern:

Enclosed for the Commission's file is a verified copy of a Billing Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Wireless companies. A confidential copy and a redacted version are enclosed. The material redacted on pages 34 and 35 is commercially valuable information, the disclosure of which would prejudice the Verizon Northwest in future negotiations. The Company's customer (Verizon Wireless) requested redaction of the material on pages 18 through 20, 42 and 44 as it, too, is commercially valuable and sensitive information, the disclosure of which would negatively affect that company.

Please call me at 425-261-5006 if you have any questions.

Very truly yours,



Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of a Billing Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Wireless companies.

Richard E. Potter Date: 7.14.08

Richard E. Potter
Director
Verizon Northwest Inc.

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (this "Agreement") is effective as of May 1, 2008 (the "Effective Date"), by and between Verizon Services Corp., with offices at One Verizon Way, Basking Ridge, New Jersey 07920, on behalf of its affiliated Incumbent Local Exchange Carriers (individually and collectively, "Verizon"), CELLCO Partnership d/b/a Verizon Wireless, with offices at One Verizon Way, Basking Ridge, New Jersey 07920 ("VZ Wireless") and GTE Wireless Incorporated, with offices at One Verizon Way, Basking Ridge, New Jersey 07920 ("GTE Wireless" and, together with VZ Wireless, "Carrier"). Verizon and Carrier may be referred to hereinafter each, individually, as a "Party" and, collectively, as the "Parties".

WHEREAS, the Parties wish to enter into certain billing services arrangements in accordance with the rates, terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Agreement

- 1.1 This Agreement is comprised of: (a) this principal document; (b) Attachments A through C (the "Glossary and Rate Attachments"); (c) the service attachment(s) listed below (the "Service Attachments" and, together with the Glossary and Rate Attachments and this principal document, the "Primary Document") and (d) the Verizon Tariffs applicable to the Services (as defined below) that are offered for sale by Verizon in the Primary Document (which Tariffs are incorporated into and made a part of this Agreement by reference).

Service Attachment	Service
Service Attachment 5	End-Users Communications Services
Service Attachment 7	Wireless Premium One Bill Invoice Service
Service Attachment 8	Direct Bill Preparation and Distribution Service

- 1.2 Carrier may purchase from Verizon one (1) or more of those certain billing and collection services, as more fully described in the Service Attachments (the "Services"), in each case in accordance with the rates, terms and conditions of this Agreement.
- 1.3 Except as otherwise expressly provided in the Primary Document, conflicts among provisions in the Primary Document and the Tariffs shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Primary Document and (b) the Tariffs. The fact that a provision appears in the Primary Document but not in a Tariff, or in a Tariff but not in the Primary Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.3.
- 1.4 This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, understandings or representations relating thereto, and merges all prior discussions between the Parties; provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior billing and collections agreement(s) or billing services agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior billing and collections agreements or billing services agreements and, accordingly, all monetary obligations of the Parties to one

another under any prior billing and collection agreements or billing services agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, each Party expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of this Agreement or any billing and collection agreements or billing services agreements between Verizon and Carrier.

- 1.5 Except as otherwise provided in the Primary Document, the Primary Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, Verizon shall have the right to add, modify or withdraw its Tariff(s) at any time, without the consent of, or notice to, Carrier.

2. Rates and Charges

- 2.1 The rates and charges for the Services are set forth in Attachment B to this Agreement. Verizon shall bill and Carrier shall pay the rates and charges set forth in Attachment B, as amended or modified from time to time in accordance with the terms and conditions of this Agreement, for the Services provided hereunder.
- 2.2 Verizon may, in its sole and absolute discretion, increase any individual rate or charge set forth in Attachment B upon ninety (90) days prior written notice. Verizon shall not increase any individual rate or charge more than once every twelve (12) calendar months during the term of this Agreement.
- 2.3 Without in any way limiting Carrier's obligation to timely pay Verizon for any and all Services that Carrier obtains from Verizon under this Agreement and, rather, by way of establishing a minimum "take or pay" obligation, Carrier hereby agrees to pay to Verizon, during every month of the Initial Term and any Renewal Term, in each Verizon Billing Region, a monthly minimum amount equal to the applicable Minimum Monthly Charge in each Verizon Billing Region, as set forth in Attachment B, with respect to the monthly charges for the Services that Carrier purchases under this Agreement. For the avoidance of any doubt, a separate Minimum Monthly Charge applies for each Verizon Billing Region as set forth in Attachment B.
- 2.4 To the extent required by Applicable Law and, notwithstanding anything in this Agreement to the contrary, rates and charges billed by Verizon and paid by Carrier under this Agreement shall also comply with cost allocation and affiliate transaction requirements set forth in 47 C.F.R. Parts 32 and 64. Rates and charges shall be subject to increase or decrease during the term of this Agreement so that Verizon can recover costs allocated pursuant to Parts 32 and 64 for Services performed by Verizon under this Agreement. Carrier shall pay all such increased or decreased charges prospectively after the increased or decreased charges have been determined by Verizon.

3. Purchase of Accounts Receivable; Settlements

- 3.1 Carrier shall sell, transfer and deliver or cause to be sold, transferred and delivered to Verizon, and Verizon shall purchase from Carrier, accounts receivable for Accepted Billing Records from Carrier. The amount paid shall be the U.S. dollar amount of such accounts receivable for Accepted Billing Records minus any amounts deducted as a result of the edits, Adjustments and procedures set forth in the Policies. Payments hereunder shall be made in accordance with the Policies.

- 3.2 Verizon may withhold payment of all or any portion of the amount due to Carrier for any accounts receivable purchased pursuant to Section 3.1, or any other amounts otherwise owed to Carrier, until such time as Verizon is fully satisfied, in its sole and absolute discretion, that (a) Carrier is financially capable of carrying out its duties and responsibilities set forth in this Agreement or (b) there are no outstanding financial obligations owed by Carrier to Verizon.
- 3.3 Verizon shall have no obligation to Carrier for any Uncollectible but may, in its sole and absolute discretion and without limitation (a) Recourse any Uncollectible to Carrier without further liability or (b) sell any Uncollectible to third parties at such time as Verizon determines that collection activity is unlikely to result in any collection of the debt owed. If Verizon sells any Uncollectible to a third party and a recovery is made from any such sale, Verizon may pay Carrier an amount, as determined by Verizon in its sole and absolute discretion, that is based on the total sales price of such Uncollectible and Carrier's calculated percentage of the Uncollectible so sold and, for the avoidance of any doubt, any such payment to Carrier shall be deemed to be payment in full to Carrier and in satisfaction of any and all amounts owed to Carrier without further obligation on the part of Verizon.
- 3.4 Carrier shall remain liable to Verizon for any and all Unbillable, Uncollectible or Adjusted amounts that accrued on or before, or that accrue after, any expiration or termination of this Agreement and that relate to any account receivable that Verizon purchases pursuant to Section 3.1 above.
- 3.5 The provisions of this Section shall survive the expiration or termination of this Agreement.

4. Carrier Representations and Warranties

VZ Wireless and GTE Wireless each represents and warrants that:

- 4.1 it is duly organized, validly existing and in good standing under the laws of the State of Delaware;
- 4.2 it has obtained all required authorizations under Applicable Law to conduct business as a Telecommunications Services provider, Information Services provider or billing agent in each Verizon Billing Region in which Carrier has requested that Verizon provide Billing Services hereunder;
- 4.3 the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate or partnership action and will not violate (a) any provision of Applicable Law or (b) any provision of any agreement to which Carrier is party;
- 4.4 this Agreement has been duly executed and delivered by Carrier and constitutes a legal, valid and binding obligation of Carrier, enforceable against Carrier in accordance with its terms;
- 4.5 it is financially capable of carrying out its duties and responsibilities set forth in this Agreement;
- 4.6 it does not have an officer, director, general partner, or holder of at least five percent (5%) of its ownership interest (any of the foregoing, a "Principal") who is or has been a Principal of any entity that has entered into a billing and collection agreement or billing services agreement with Verizon, or any Affiliate of Verizon, that has been terminated for cause by Verizon or any Affiliate of Verizon;

- 4.7 it does not have a Principal who is or has been (a) a Principal of any entity alleged to have been involved in Cramming, Slamming, or other illegal, fraudulent, misleading or suspicious activity or (b) under investigation by any governmental authority; and
- 4.8 it is authorized under its terms of service with End-Users to impose late payment charges on amounts billed by Verizon on Carrier's behalf.

5. Certain Carrier Covenants

- 5.1 Carrier shall not have a Principal who is or has been a Principal of any entity that has entered into a billing and collection agreement or billing services agreement with Verizon, or any Affiliate of Verizon, that has been terminated for cause by Verizon or any Affiliate of Verizon.
- 5.2 If Carrier is acting as a Clearinghouse, Carrier shall not submit Billing Records for any Sub-CIC that has a Principal who is or has been a Principal of any entity that (a) has entered into a billing and collection agreement or billing services agreement with Verizon, or any Affiliate of Verizon, that has been terminated for cause by Verizon or any Affiliate of Verizon or (b) submitted Billing Records through a Clearinghouse to Verizon or any Verizon Affiliate and has had such arrangements terminated at Verizon's request.
- 5.3 Carrier shall not have a Principal who is or has been (a) a Principal of any entity alleged to have been involved in Cramming, Slamming, or other illegal, fraudulent, misleading or suspicious activity or (b) under investigation by any governmental authority.
- 5.4 If Carrier is acting as a Clearinghouse, Carrier shall not submit Billing Records for any Sub-CIC that has a Principal who is or has been (a) a Principal of any entity alleged to have been involved in Cramming, Slamming, or other illegal, fraudulent, misleading or suspicious activity or (b) under investigation by any governmental authority.
- 5.5 Carrier shall not amend any terms of service with End-Users that authorize the imposition of late payment charges on amounts billed by Verizon on Carrier's behalf.
- 5.6 If Carrier is acting as a Clearinghouse, Carrier shall ensure that no Sub-CIC amends any terms of service with End-Users that authorize the imposition of late payment charges on amounts billed by Verizon on such Sub-CIC's behalf.
- 5.7 Carrier shall not submit Billing Records that are not Authorized Billing Records to Verizon.
- 5.8 Carrier shall immediately provide written notice to Verizon if Carrier (or, if Carrier acts as a Clearinghouse, either Carrier or any Sub-CIC) receives formal or informal notice from any federal or state agency or governmental body (including without limitation the FCC, the Federal Trade Commission ("FTC"), the United States Department of Justice, the Federal Bureau of Investigation ("FBI"), any United States or state attorney general or state public utility commission) that Carrier, any Sub-CIC, or a Principal or other management of any of the foregoing, is under an investigation by such agency or governmental body.
- 5.9 Carrier shall maintain a telephone number for End-User contact referrals, shall provide (or if Carrier is acting as a Clearinghouse, shall require that each Sub-CIC for which it submits Billing Records provide) adequate customer service personnel during Carrier's specified business hours, and shall ensure that End-User inquiries and customer complaints are resolved in a reasonable, responsive and expeditious

manner, including but not limited to a description of services and associated charges. Carrier shall provide (and if Carrier acts as a Clearinghouse, shall ensure that each Sub-CIC provides) for inclusion on each End-User bill, a toll-free number answered by a live person during normal business hours that can answer all questions regarding the information on the End-User's bill as well as provide information regarding the End-User's account with Carrier or Sub-CIC, as applicable.

- 5.10 If Carrier is acting as a Clearinghouse, Carrier shall, upon Verizon's request, immediately cease submitting Billing Records for any Sub-CIC.
- 5.11 If Carrier is acting as a Clearinghouse, Carrier shall provide, at a minimum, the following information for each Sub-CIC for which Carrier submits Billing Records to Verizon and Carrier shall immediately inform Verizon of any changes to such information: (a) Sub-CIC corporate name, (b) Sub-CIC address and phone number; (c) names of all Principals and other management of Sub-CIC; and (d) background and history of all Principals and other management of Sub-CIC.
- 5.12 Carrier shall provide Verizon, upon thirty (30) days written notice, access, at Carrier's own expense, to Carrier records containing information relating to Carrier's customer contact policies and procedures, Carrier's customer complaint records and procedures, Carrier's record screening and formatting procedures and Carrier's transmission procedures.
- 5.13 If Carrier is acting as a Clearinghouse, Carrier shall ensure that Sub-CICs comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs).
- 5.14 Carrier shall not (and if Carrier acts as a Clearinghouse shall ensure that Sub-CICs do not) directly or indirectly, suggest, recommend, counsel or advise any person on procedures or methods for circumventing Applicable Law, restrictions or prohibitions set forth in this Agreement, Verizon's Policies, or services provided by Verizon to End-Users, including without limitation Bill Block or any Call Blocking Services.
- 5.15 Carrier shall immediately block access to its lines from any End-User line upon the request of the End-User.
- 5.16 If Carrier is acting as a Clearinghouse:
- (a) Carrier shall submit to Verizon monthly reports of the number of Cramming complaints received by Carrier or any Sub-CIC;
 - (b) Carrier shall require each Sub-CIC, under the circumstances set forth in Section 5.16(c) below, that for at least six (6) months Sub-CICs provide to new Sub-CIC subscribers in Florida, via U.S. mail, prior written notice regarding (i) the services purchased, (ii) the date when charges for such services will begin to appear on such subscriber's Verizon bill, (iii) the amount of charges for such services and (iv) how a subscriber may cancel such service subscription. Carrier shall require such Sub-CIC to provide any such notice at least seven (7) Business Days prior to the commencement of any service charges.
 - (c) Carrier shall require Sub-CICs to provide the notifications required by Section 5.16(b) above when any Sub-CIC, or any affiliate or company that shares common officers, directors, or owners with such Sub-CIC, meets any of the following conditions:
 - (i) If the total number of Cramming complaints nationwide against any Sub-CIC in any month (A) received by Verizon from End-Users

and (B) reported by Carrier to Verizon pursuant to Section 5.16(a) exceeds two hundred twenty (220) in any month;

(ii) such Sub-CIC is the subject of any filing, issuance or commencement of any investigation, complaint, charge, action, indictment, order or other proceeding alleging cramming or any other improper billing activity by any federal, state or municipal law enforcement agency, governmental unit, regulatory body or judicial authority, including the Florida Public Service Commission; or

(iii) Verizon determines that such Sub-CIC has engaged in practices that are misleading or confusing to End-Users.

6. Definitions and References Generally

- 6.1 Capitalized terms used and not otherwise defined in the Primary Document have the meanings set forth in the Glossary attached as Attachment A to this Primary Document. Terms used in a Tariff have the meanings set forth in the Tariff. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references herein to Articles, Sections, Exhibits, Attachments and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits, Attachments and Schedules to, this Primary Document unless the context shall otherwise require. The word "will" shall be construed to have the same meaning and effect as the word "shall." The words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Primary Document in its entirety and not to any particular provision hereof. The term "or" is used in its inclusive sense ("and/or"). The words "state" and "states" shall be construed to include the District of Columbia. The definitions set forth herein shall apply equally to both the singular and plural forms defined unless the context shall otherwise require.
- 6.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision of Applicable Law).

7. Verizon End-User Reservations

- 7.1 Nothing in this Agreement shall limit any right Verizon may have under Applicable Law to suspend, deny, condition or terminate services provided by Verizon to any End-User.
- 7.2 Carrier hereby authorizes Verizon to cease billing on Carrier's behalf if Verizon suspends or terminates services to an End-User for any reason, including (by way of example and not limitation) for nonpayment.
- 7.3 Verizon may, in its sole and absolute discretion, determine the need for an advance payment and/or deposit from an End-User to secure a new or existing End-User account.
- 7.4 Verizon shall apply partial payments received from an End-User in a manner determined by Verizon in its sole and absolute discretion. Neither Carrier nor the End-User shall be permitted to designate the manner in which partial payments received from an End-User are to be applied.

- 7.5 Nothing in this Agreement shall limit any right Verizon may have under Applicable Law to install any blocking services, including without limitation Bill Block or any Call Blocking Services provided by Verizon, on an End-User's line.
- 7.6 Carrier hereby authorizes Verizon to impose late payment charges upon an End-User as determined by Verizon in its sole and absolute discretion.
- 7.7 Verizon may, in its sole and absolute discretion, notify End-Users upon suspension or termination of any or all billing arrangements between Carrier and Verizon under this Agreement.

8. Term and Termination

- 8.1 This Agreement shall be effective as of the Effective Date and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until April 30, 2010 (the "Initial Term"). The Initial Term may not be extended or renewed except by the written agreement of the parties.
- 8.2 In case of the happening of any of the following events ("Events of Default"):
- (a) any representation or warranty made or deemed made by Carrier or any Sub-CIC in or in connection with this Agreement, or any representation, warranty, statement, or information contained in any report, certificate, financial statement, instrument or other document furnished by Carrier or any Sub-CIC in connection with this Agreement, shall prove to have been false or misleading in any material respect when so made, deemed made, or furnished;
 - (b) default shall be made in the due observance or performance by Carrier or any Sub-CIC of any covenant, condition or agreement contained in this Agreement;
 - (c) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of Carrier, or of a substantial part of the property or assets of Carrier, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Carrier or (iii) the winding-up or liquidation of Carrier; and Carrier by any act indicates its approval thereof, consent thereto or acquiescence therein or such proceeding or petition shall continue undismissed for sixty (60) days or an order, judgment, decree approving or ordering any of the foregoing shall be entered;
 - (d) Carrier shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code as now constituted or hereafter amended, or any other applicable bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in (c) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Carrier or for a substantial part of the property or assets of Carrier, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due or (vii) take any action for the purpose of effecting any of the foregoing;
 - (e) a federal or state agency files a complaint or initiates an investigation

against Carrier, a Sub-CIC, or a Principal or other management of the foregoing alleging Cramming or any other unlawful, misleading or deceptive billing activity, or Carrier, a Sub-CIC, or a Principal or other management of the foregoing is found by a court of competent jurisdiction or state agency through its administrative judicial powers to have engaged in Cramming or any other unlawful, misleading or deceptive activity;

(f) If Carrier acts as a Clearinghouse, Verizon makes an excessive number of requests (as determined by Verizon in its sole and absolute discretion) to cease submitting Billing Records on behalf of Sub-CICs;

(g) there shall have occurred a Change of Control;

(h) Carrier, any Sub-CIC, or a Principal or other management of any of the foregoing are under any investigation by any federal or state agency or governmental body, including but not limited to, the FCC, FTC, US Department of Justice, FBI, US or state attorney general or state public utility commission;

(i) Carrier or any Sub-CIC exceeds the thresholds for complaints or escalated complaints set forth in Verizon's Policies, whether for Cramming or otherwise;

(j) the level of Adjustments made by Verizon for Carrier or any Sub-CIC exceed fifteen percent (15%) of the amount billed to End-Users for two (2) consecutive months;

(k) the level of Adjustments made by Verizon for Carrier or any Sub-CIC for charges relating to Pay-Per-Call or other services exceeds twenty per cent (20%) of the amount billed for such services to End-Users for two (2) consecutive months; or

(l) Verizon receives ten (10) or more complaints from End-Users during any thirty (30) day period stating that any Carrier charges were not authorized;

then, and in every such event, and at any time thereafter during the continuance of such event, Verizon may in its sole and absolute discretion (a) suspend the provision of any services it provides hereunder to Carrier or any Sub-CIC, (b) terminate this Agreement or (c) terminate the provision of any services it provides hereunder to Carrier or any Sub-CIC.

8.3 Without limiting any rights or remedies available to Verizon under this Agreement or Applicable Law, if Carrier submits Billing Records or other charges to Verizon in violation of the terms of this Agreement, Verizon may in its sole and absolute discretion reject any such Billing Records or other charges not yet billed or, if already billed, Verizon may in its sole and absolute discretion return such Billing Records or charges to Carrier without further obligation to Verizon. For the avoidance of any doubt, Verizon may in its sole and absolute discretion refuse to bill for or accept the Billing Records or other charges of any Sub-CIC.

8.4 Notwithstanding anything in this Agreement to the contrary, Verizon may terminate this Agreement upon thirty (30) days prior written notice.

8.5 Upon expiration or termination of this Agreement, unless otherwise expressly provided herein, all charges due and accrued for Services provided in accordance with the terms of this Agreement shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by Carrier, and Carrier shall pay to Verizon within thirty (30)

days after such termination or expiration any and all charges due and accrued for Services provided in accordance with the terms of this Agreement, including any applicable termination liabilities.

- 8.6 For the avoidance of any doubt, if Verizon terminates this Agreement upon an Event of Default, Carrier shall pay Verizon the cost of system development and installation, plus any non-recoverable costs of system development and installation (including, but not limited to reinstatement of software and removal of system code) that Verizon has incurred in connection with the provision of Services to Carrier under this Agreement.
- 8.7 For the further avoidance of any doubt, if Verizon terminates this Agreement upon an Event of Default, Carrier shall pay, for each Verizon Billing Region that Carrier obtains Services from Verizon hereunder, the Minimum Monthly Charge, as set forth in Attachment B, multiplied by the number of months that would have remained in the Initial Term or any Renewal Term, as applicable, if the Agreement had not been terminated.
- 8.8 Carrier may terminate this Agreement for any reason upon one hundred eighty (180) days prior written notice.

9. Applicable Law

- 9.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of New York, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws. Verizon and Carrier each irrevocably consents to the personal and subject matter jurisdiction of the courts located in the Borough of Manhattan, State of New York to the extent necessary to give effect to or to enforce the provisions of this Agreement, and waives any defense of lack of jurisdiction, improper venue or inconvenient forum.
- 9.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement. If Carrier acts as a Clearinghouse, Carrier shall ensure that each Sub-CIC remains in compliance with Applicable Law. To the extent that this Agreement reflects an amendment and restatement of the Parties existing Service arrangement in the states reflected in Attachment B under "Verizon Telephone Operating Regions", then as to such states, Verizon has secured all applicable regulatory approvals necessary to provide the Services contemplated by this Agreement as of the Effective Date. For the avoidance of any doubt, if any new states are added to this agreement and if Applicable Law requires that this Agreement be approved by a regulatory agency before the Agreement becomes effective as to such newly added states, then this Agreement shall not become effective in such jurisdiction, even if fully executed, until the first Business Day after such approval shall have been obtained.
- 9.3 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 9.4 This Agreement may be filed with the FCC or each applicable state commission, as determined by Verizon in its sole and absolute discretion. Carrier shall not oppose, or if requested by Verizon, shall make known its support of, steps undertaken by Verizon to oppose or appeal any filing requirement or to obtain a protective order from the FCC or applicable state commission such that the Agreement shall be filed as confidential information under seal. Nothing in this Section 9.4 shall derogate from the rights set forth in Section 8 above.

10. Assignment

- 10.1 Carrier may not assign this Agreement or any right or interest under this Agreement, assign or delegate any obligation under this Agreement, or assign or transfer any service arrangement obtained under this Agreement without the prior written consent of Verizon, which such consent may be withheld, by way of example and not by limitation, if the assignor fails to pay in full all invoices, past due and current, disputed and undisputed, under this Agreement. Any attempted assignment, delegation or transfer in violation of this Section 10 shall be void and ineffective and constitute a material breach of this Agreement. No assignment, transfer or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.
- 10.2 Neither the assignment of this Agreement by Carrier or of any right by Carrier under this Agreement, including by collateral assignment, nor the granting of any security interest by Carrier with respect to this Agreement or any rights of Carrier under this Agreement or resulting from this Agreement, shall impact any of Verizon's rights under Applicable Law, including the rights of setoff and recoupment, as if such assignment or granting of security interest had not occurred. No such assignee or secured party shall have any rights in excess of those of Carrier itself under this Agreement, and any defense, setoff, recoupment or claim of Verizon against Carrier shall have priority over the rights of an assignee or secured party of Carrier regardless of whether such defense, setoff, recoupment or claim accrues before or after Verizon receives a notification of the assignment or security interest.

11. Assurance of Payment

- 11.1 At any time and from time to time based on the conditions set forth in this Section 11, Verizon may request, and Carrier shall provide to Verizon, adequate assurance of payment of amounts due and payable (or to become due and payable) to Verizon hereunder.
- 11.2 Verizon may request, and Carrier shall provide, assurance of payment of charges if Carrier (a) prior to the Effective Date, has failed to timely pay an invoice rendered to Carrier by Verizon or its Affiliates, (b) on or after the Effective Date, fails to timely pay an Ancillary Bill (as defined in Section 12 herein) rendered to Carrier by Verizon or its Affiliates, (c) on or after the Effective Date is unable to demonstrate that it is creditworthy to Verizon's reasonable satisfaction, or (d) is unable to pay its debts as such debts become due and payable, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 11.3 Unless otherwise agreed in writing by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon in its sole and absolute discretion. Such letter of credit shall be in an amount equal to three (3) months anticipated charges, as reasonably determined by Verizon, for the Services to be provided by Verizon to Carrier in connection with this Agreement. If Carrier meets the condition in subsection 11.2(d) above or has failed to timely pay two or more Ancillary Bills rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, in its sole and absolute discretion, demand (and Carrier shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated

charges as reasonably determined by Verizon, with appropriate true-up against actual invoiced charges no more frequently than once per calendar quarter.

- 11.4 Verizon may (but shall not be obligated to) draw upon the letter of credit upon notice to Carrier in respect of any amounts to be paid by Carrier hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 11.5 If Verizon draws upon the letter of credit, upon request by Verizon, Carrier shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 11.3.
- 11.6 Should Carrier fail to provide assurance of payment as required by this Section 11, such failure shall constitute an act of material breach. Without limiting any other rights or remedies to which Verizon may be entitled as a result of such material breach, Verizon shall have no obligation to perform under this Agreement until such time as Carrier has provided Verizon with the required assurance of payment.
- 11.7 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve Carrier from its obligation to comply with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for the Services, nor shall such request constitute a waiver or modification of the terms herein pertaining to the discontinuance of the Services for nonpayment of any amounts payment of which is required by this Agreement.

12. Ancillary Bills and Payment; Disputed Amounts

- 12.1 Verizon shall submit to Carrier on a monthly basis a statement(s) of charges incurred by Carrier under this Agreement in itemized form (an "Ancillary Bill"). The Ancillary Bill shall be transmitted electronically by Verizon in a format specified by Verizon, and Carrier shall have the capability to receive the Ancillary Bill electronically. Under no circumstances shall Verizon be obligated to provide paper invoicing. All Ancillary Bills shall be transmitted to the location designated by Carrier. Carrier must notify Verizon of any change in the location to which such Ancillary Bills are to be transmitted within five (5) Business Days of such change in location.
- 12.2 Carrier shall pay all amounts due and payable under this Agreement in immediately available U.S. funds, on or before the later of the following dates (the "Due Date"): (a) the due date specified in the Ancillary Bill; or (b) twenty (20) days after the date the statement is received by Carrier (as evidenced by the electronic transmission records). Payments shall be transmitted by electronic funds transfer (EDI, ACH or Wire).
- 12.3 If any portion of an amount invoiced to Carrier under this Agreement is subject to a good faith dispute between the Parties, Carrier shall give written notice to Verizon of the amounts it disputes ("Disputed Amounts") through the Verizon claims submission process and include in such notice the specific details and reasons for disputing each item. Carrier shall undertake a reasonable good faith effort to review an Ancillary Bill received from Verizon under this Agreement within ten (10) days following the Due Date to determine whether there are any Disputed Amounts. Carrier shall pay on or before the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 16, Dispute Resolution.
- 12.4 Should Verizon deny a dispute filed by Carrier, Carrier shall have ten (10) Business Days by which either to pay the Disputed Amounts or escalate the dispute. Verizon may deny such escalation if Carrier does not provide new or additional detailed information supporting its claim.

- 12.5 Should Disputed Amounts in any three (3) consecutive months exceed twenty-five percent (25%) of invoiced charges, then Carrier shall be required in each succeeding month to pay on or before the Due Date the greater of all undisputed charges or seventy-five percent (75%) of the total charges invoiced in that month, pending final resolution of the Disputed Amounts through the Dispute Resolution process. Any Disputed Amounts that are finally resolved in Carrier's favor that were overpaid to Verizon as a result of the foregoing seventy-five percent (75%) minimum payment requirement shall be refunded to Carrier by Verizon.
- 12.6 Charges due to Verizon that are not paid on or before the Due Date, shall be subject to a late payment charge. The late payment charge shall be calculated utilizing a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month. No late payment charge shall apply to Disputed Amounts that are allowed by Verizon through the claims submission process or to Disputed Amounts not owed to Verizon after completion of the Dispute Resolution process set forth in Section 16.
- 12.7 Although it is the intent of Verizon to submit timely Ancillary Bills, failure by Verizon to present Ancillary Bills to Carrier in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by Verizon under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, Carrier shall not be entitled to dispute Verizon's statement(s) based on Verizon's failure to submit them in a timely fashion.
- 12.8 Carrier shall not (and hereby irrevocably waives any right to) submit Claims later than twenty-four (24) months after the Ancillary Bill date (for Claims relating to Services provided hereunder) or the PAR Report date (for Claims relating to accounts receivable purchased in accordance with Section 3 above).
- 12.9 Should Carrier fail to pay any amounts when due pursuant to this Section 12, such failure shall constitute an act of material breach.

13. Change Request Process

Carrier requests for changes or modifications to Verizon's billing systems shall be submitted to Verizon pursuant to the Change Request procedures set forth in Verizon's Policies. Verizon shall have no obligation to honor such requests.

14. Confidentiality

14.1 As used in this Section 14, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

14.1.1 Any forecasting information provided pursuant to this Agreement;

14.1.2 End-User information (except to the extent that (a) the End-User information is published in a directory, (b) the End-User information is disclosed through or in the course of furnishing Telecommunications Services (such as directory assistance, operator service or caller ID), or (c) the End-User to whom the End-User information is related has authorized the Receiving Party to use and/or disclose the End-User information);

14.1.3 information related to specific facilities, equipment, systems, software or interfaces;

- 14.1.4 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary";
- 14.1.5 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary"; and
- 14.1.6 this Agreement, including all Attachments and Schedules hereto, with respect to which each Party shall be a Receiving Party for the purposes of this Section 14, except as otherwise provided in Sections 27.1 and 9.4.

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information that the other Party has identified as Confidential Information pursuant to Sections 14.1.4 or 14.1.5.

- 14.2 Except as otherwise provided in this Agreement, the Receiving Party shall:
 - 14.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and
 - 14.2.2 hold in confidence and shall not directly or indirectly use or disclose to any party or entity, except as permitted herein, the Confidential Information received from the Disclosing Party using the same degree of care (but no less than commercially reasonable), as the Receiving Party uses to protect its own Confidential Information. The Receiving Party shall disclose Confidential Information only to its representatives that have a need to know and are bound by obligations of confidentiality, and only to the extent necessary to carry out its obligations under this Agreement. The Receiving Party shall require its representatives to comply with the provisions of this Section 14 to the same extent as the Receiving Party. A recipient of Confidential Information shall be liable for any disclosure of Confidential Information by any representative to whom it has disclosed Confidential Information.
- 14.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement and (b) one copy for archival purposes only.
- 14.4 Unless otherwise agreed, the obligations of Sections 14.2 and 14.3 do not apply to information described in Sections 14.1.1 through 14.1.5 that:
 - 14.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
 - 14.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;

- 14.4.3 is rightfully received from a third party having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
 - 14.4.4 is independently developed by the Receiving Party;
 - 14.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including in this Agreement); or
 - 14.4.6 is disclosed pursuant to a requirement or request of a governmental agency or regulator or if disclosure is required by Applicable Law.
- 14.5 Notwithstanding the provisions of Sections 14.1 through 14.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any Person to whom it is disclosed, including by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 14.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 14.7 The provisions of this Section 14 shall be in addition to, and not in derogation of, any provisions of Applicable Law, including 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.
- 14.8 Each Party's obligations under this Section 14 shall survive expiration or termination of this Agreement.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. Dispute Resolution

In the first instance, the Parties shall attempt to resolve any Claims (including billing disputes) that arise on or after the Effective Date and that arise out of or relate to this Agreement through good faith negotiations. Should an aggrieved Party determine, in its sole and absolute discretion, that such negotiations are unlikely to produce a satisfactory resolution, it may terminate such negotiations at any time. Any Claims (including billing disputes) that remain unresolved shall be submitted to binding arbitration in accordance with the provisions hereof. Either Party may demand arbitration by sending written notice to the other Party. The Parties shall promptly submit the dispute to the American Arbitration Association for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the American Arbitration Association. The dispute shall then be administered according to the American Arbitration Association's Commercial Arbitration Rules, with the following modifications: (i) the arbitration shall be held in a location mutually acceptable to the Parties, and if the Parties fail to agree, the location shall be in the Borough of Manhattan, State of

New York; (ii) the arbitrator shall be licensed to practice law; (iii) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Federal Rules of Evidence, the Federal Rules of Civil Procedure, and the laws of the State of New York, without regard to its conflicts of laws rules, including the laws and decisions pertaining to enforcement and interpretation of contracts; (iv) the arbitrator shall have no power or authority to make any award that provides for special, indirect, incidental, consequential, reliance, exemplary, punitive or like damages, including damages for lost revenues, profits or savings or other commercial or economic loss, even if the person whose liability is excluded by this Section 16 has been advised of the possibility of such damages; (v) the arbitrator shall control the scheduling so that the hearing is completed no later than thirty (30) days after the date of the demand for arbitration; and (vi) the arbitrator's decision shall be given within five (5) days thereafter in summary form that states the award, without written decision, which shall follow the plain meaning of this Agreement, the relevant documents, and the intent of the Parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the Parties. Each Party to the dispute shall bear its own expenses arising out of the arbitration, except that the expenses of the facilities to conduct the arbitration and the fees of the arbitrator shall be shared equally by the Parties. Should either Party fail to comply with the provisions of this Section 16, the other Party may seek enforcement of this Section 16 pursuant to the provisions of Section 9.1 above.

17. Force Majeure

- 17.1 Neither Party shall be responsible for any delay or failure in performance, which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, acts of terrorism, acts of public enemies, labor unrest (including strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.
- 17.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt written notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.
- 17.3 Notwithstanding the provisions of Sections 17.1 and 17.2, in no case shall a Force Majeure Event excuse Carrier from an obligation to pay money for Services received as required by this Agreement.
- 17.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole and absolute discretion, determines appropriate.

18. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including where consent, approval, agreement or a similar action is stated to be within a Party's sole and absolute discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

19. Headings

The headings used in this Primary Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Primary Document.

20. Indemnification

- 20.1 Carrier shall indemnify, defend and hold harmless Verizon, each of Verizon's Affiliates and the directors, officers, employees and Agents of the foregoing (each, an "Indemnitee") from and against all losses, costs, claims, liabilities, damages, settlements, penalties, awards, and expenses whatsoever (including reasonable attorneys' fees and costs related to the defense of the foregoing), incurred by or asserted by a third party against any Indemnitee arising from, or in any way connected with, or as a result of (a) Carrier's performance or nonperformance of its duties and obligations under this Agreement or (b) Carrier's provision or nonprovision of services to End-Users and other Carrier customers. All amounts due under this Section shall be payable upon written demand.
- 20.2 The provisions of this Section shall survive the expiration or termination of this Agreement.

21. Intellectual Property

- 21.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights. To the extent the Services involve reproduction/printing of any trademark or trade name by Verizon, Carrier hereby grants Verizon the fully paid up right and license to reproduce/print such trademark or trade name solely for the purpose contemplated by this Agreement.
- 21.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or End-Users based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 21.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT VERIZON HAS NOT MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY CARRIER OF THE SERVICES PROVIDED UNDER THIS AGREEMENT AND THE RELATED SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 21.4 Carrier agrees that the Services provided by Verizon hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements

(including software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise Carrier, directly or through a third party, of any such terms, conditions or restrictions that may limit any Carrier use of services provided by Verizon that is otherwise permitted by this Agreement.

22. Joint Work Product

- 22.1 This Primary Document is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.
- 22.2 Each Party acknowledges that it has read this Agreement, that it fully understands its rights and obligations under this Agreement, and that it enters this Agreement freely and voluntarily. Each Party further acknowledges that it has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it.

23. Law Enforcement

- 23.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to the services provided by it under this Agreement.
- 23.2 A Party shall not have the obligation to inform the other Party or any End-Users of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

24. Liability

- 24.1 As used in this Section 24, "Services Failure" means failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of providing any of the Services under this Agreement.
- 24.2 The liability, if any, of Verizon, its Affiliates, and the directors, officers and employees of Verizon and its Affiliates, to Carrier, End-Users, and to any other person, for Claims arising out of a Services Failure shall not exceed an amount equal to the Ancillary Bill charges invoiced by Verizon to Carrier under this Agreement for the Services that are subject to the Services Failure for the period in which such Services Failure occurs.
- 24.3 Verizon, its Affiliates, and the directors, officers and employees of Verizon shall not be liable to Carrier, Carrier's End-Users, or to any other person, in connection with this Agreement (including in connection with a Services Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section 24 has been advised of the possibility of such damages.
- 24.4 Notwithstanding any provision of any document referenced herein, Verizon shall not be subject to any intervals, performance measurements or penalty payments associated with the performance of this Agreement.
- 24.5 In no event shall the liability, if any, of Verizon, its Affiliates, and the directors, officers and employees of Verizon and its Affiliates, to Carrier, End-Users, and to any other person, for Claims arising from this Agreement exceed the total value of Ancillary Bill

charges invoiced by Verizon to Carrier under this Agreement for the preceding twelve (12) month period, less any amounts previously paid.

- 24.6 The limitations and exclusions of liability stated in Sections 24.1 through 24.5 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including negligence of a Party), or otherwise.
- 24.7 In the event that the liability of Verizon, a Verizon Affiliate, or a director, officer or employee of Verizon or a Verizon Affiliate, is limited and/or excluded under both this Section 24.7 and a provision of an applicable Tariff, the liability of Verizon or such other person shall be limited to the smaller of the amounts for which Verizon or such other person would be liable under this Section or the Tariff provision.
- 24.8 Unless otherwise agreed by Verizon in its sole discretion, Carrier shall, in its Tariffs and other contracts with its End-Users, provide that in no case shall Verizon, its Affiliates, or the directors, officers or employees of Verizon or its Affiliates, be liable to such End-Users or other third-parties for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Services Failure.

25. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

26. Notices


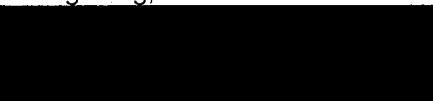
26.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

26.1.1 shall be in writing;

26.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and

26.1.3 shall be delivered to the following addresses of the Parties:

To Carrier:


Verizon Wireless
Associate Director-Marketing Operations
2000 Corporate Drive
Orangeburg, NY 10962


with copies to:

Richard Alicandri
Director—Accounting
Verizon Corporate Services Corp.
One Verizon Way, Third Floor
Basking Ridge, NJ 07920
richard.alicandri@verizon.com

and:

[REDACTED]
Executive Director – SEC Reporting
One Verizon Way
VC72N002
Basking Ridge, NJ 07920-1097

and:

[REDACTED]
Executive Director – IT
30 Independence Blvd.
Warren, NJ 07059

and:

[REDACTED]
Associate Director – Marketing
15505 Sand Canyon Ave.
Irvine, CA 92618

and:

[REDACTED]
Manager – Contracts
One Verizon Place
VC72N169
Basking Ridge, NJ 07920-1097

and:

[REDACTED]
Assistant General Counsel
One Verizon Way
VC52S487
Basking Ridge, NJ 07920-1097

[REDACTED]

To Verizon:

Amy Stern, Director
Billing Services
Verizon Telephone Operations
500 Summit Lake Drive, 4th Floor
Valhalla, NY 10595
Facsimile Number: 914-747-1055
amy.stern@verizon.com

with copies to:

Director-Negotiations
Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

and:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1515 North Court House Road
Suite 500
Arlington, VA 22201
Facsimile Number: 703-351-3664

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 p.m. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 p.m. in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

27. Publicity and Use of Trademarks or Service Marks

- 27.1 Each party shall have the right to disclose publicly that it has entered into this Agreement with the other Party with respect to terms for Verizon's provision of Services; provided, however, that, except for the foregoing and except as otherwise provided in Sections 14 and 9.4, the terms of this Agreement may not be disclosed by either Party to any person or entity who is not a party to this Agreement.
- 27.2 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in

connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, except as otherwise stated in this Agreement, unless the other Party has given its written consent for such use, which consent such other Party may grant or withhold in its sole and absolute discretion.

27.3 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

27.4 Any violation of this Section 27 shall be considered a material breach of this Agreement.

28. Relationship of the Parties

28.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

28.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

28.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by such other Party in its sole and absolute discretion.

28.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

28.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of such other Party's business.

28.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

29. Right of Set-Off

Notwithstanding anything contained herein to the contrary, and without limiting any other rights that Verizon has under this Agreement, Verizon shall have the right to deduct and to setoff and/or recoup from the sums owed to Carrier any amounts owed by Carrier or any Affiliate of Carrier to Verizon or any Affiliate of Verizon. By way of example and not of limitation, Verizon California Inc. shall have the right to deduct and to set-off and/or recoup from the sums owing to Carrier any amounts owed by Carrier or any Affiliate of Carrier to Verizon New York Inc.

30. Severability

In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.

31. Subcontractors

A Party may use a contractor of the Party (including an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

32. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

33. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

34. Taxes

Tax applications and procedures are set forth in Attachment C.

35. Technology Upgrades and Billing Format Changes

Except as otherwise agreed by the Parties, Verizon shall have the right to (a) deploy, upgrade, migrate and maintain its network, (b) change its standard bill format(s) or (c) to modify or replace its billing systems. Except as otherwise agreed by the Parties, nothing in this Agreement shall limit Verizon's ability to change its standard billing format(s), modify or replace its billing systems, or modify its network through the incorporation of new equipment or software or otherwise. Except as otherwise agreed by the Parties, Carrier shall be solely responsible for the cost and activities associated with accommodating such changes in its own network and systems.

36. Territory

36.1 Except as otherwise agreed by the Parties, this Agreement applies to the territory in those states in which Verizon operates as an Incumbent Local Exchange Carrier.

Except as otherwise agreed by the Parties, Verizon shall provide the Services to Carrier under this Agreement only within this territory.

- 36.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-party. Verizon shall provide Carrier with at least ninety (90) days prior written notice of such termination, which shall be effective upon the date specified in the notice.

37. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties, their successors and their permitted assigns, and nothing herein shall create or be construed to provide any third-parties (including End-Users, Sub-CICs or contractors of a Party) with any rights (including any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the End-Users, Sub-CICs or to any other third party.

38. Transmission of Billing Records

- 38.1 Carrier shall transmit Billing Records to Verizon via the transmission medium and in the format specified by Verizon in its sole and absolute discretion. Carrier shall maintain backup copies of Billing Records for at least thirty (30) days for domestic Billing Records and for at least ninety (90) days for international Billing Records.
- 38.2 Verizon shall have no obligation to accept, and may reject in its sole and absolute discretion, Billing Records that Carrier transmits (or attempts to transmit) to Verizon via a transmission medium or in a format other than that specified by Verizon in accordance with this Section.
- 38.3 If Verizon loses or damages a data transmission that contains Carrier's Billing Records, Verizon shall request backup data from Carrier. Under no circumstances shall Verizon be liable to Carrier for Billing Records that are lost, damaged or Unbillable.
- 38.4 Verizon shall have no obligation to accept or process Billing Records transmitted by Carrier to Verizon that exceed the acceptable error threshold rate set forth in Verizon's Policies.

39. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

40. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, VERIZON DOES NOT MAKE AND CARRIER DOES NOT RECEIVE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, BY VERIZON UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

41. Examination

- 41.1 Upon sixty (60) days prior written notice, either Party may request an examination of the other Party (an "Examination"). With respect to an Examination of Verizon by Carrier, a review of Verizon's records shall be limited to records and procedures containing information bearing upon: (a) amounts being billed to End-Users or Other Verizon Affiliates Customers by Verizon as part of its provision of Services; and (b) charges to Carrier for Services provided by Verizon pursuant to this Agreement. With respect to an Examination of Carrier by Verizon, a review of Carrier's records shall be limited to records and procedures containing information bearing upon customer contact policies and procedures, customer complaint records and procedures, record screening and formatting procedures, and transmission procedures. The Examination shall be conducted during normal business hours without interference with either Party's business operations and in compliance with that Party's security procedures. Either Party may request a maximum of one (1) Examination per eighteen (18) month period.
- 41.2 The Parties shall mutually agree on an estimated commencement date, estimated duration, location, subject matter, and the materials to be examined.
- 41.3 Each Party shall bear its own expenses in connection with the conduct of an Examination. Special data extractions required by Carrier to conduct the Examination shall be paid for by Carrier, and ordered using the change request process outlined in Verizon's Policies.
- 41.4 Materials provided in connection with an Examination shall be deemed Confidential Information. Each Party reserves the right to require that the Examination or any portion thereof be conducted by an independent third party to be mutually agreed upon in good faith by the Parties, subject to the provisions of Section 14 above.

[Signature Page Follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

VERIZON SERVICES CORP.

By: _____

Name:

Title:

Date:

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

By: _____

Name:

Title:

Date:

GTE WIRELESS INCORPORATED

By: _____

Name:

Title:

Date:

BILLING SERVICES AGREEMENT

ATTACHMENT A

GLOSSARY

As used in this Agreement, the following terms have the meanings specified below:

"Accepted Billing Records" means data for Authorized Billing Records which has been transmitted by Carrier or its network provider to Verizon for billing and has passed all Verizon format requirements and up front edit checks as stated in the File Receipt Confirmation.

"Act" means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).

"Adjustment" means a billing amount related to End-User charges that is added to or subtracted from the balance due from the End-User.

"Affiliate" has the meaning set forth in the Act.

"Agent" means an agent or servant.

"Aged Records" means (a) domestic Billing Records that are more than ninety (90) days past the date on which the original charge giving rise to the Billing Record occurred (or such shorter period as may be specified in any applicable Tariff) or (b) international Billing Records that are more than one hundred eighty (180) days past the date on which the original charge giving rise to the Billing Record occurred (or such shorter period as may be specified in any applicable Tariff).

"Applicable Law" means all effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement.

"Authorized Billing Record" means a Billing Record that Verizon has explicitly authorized Carrier to submit to Verizon pursuant to the provisions of this Agreement, and that otherwise complies with Verizon's Policies and Applicable Law. For the avoidance of any doubt, Authorized Billing Records shall not include:

- (a) Billing Records that Carrier does not own or Billing Records that Carrier does not have the authority to submit on behalf of a Sub-CIC or other third party;
- (b) Billing Records for which Carrier is not authorized to sell the corresponding accounts receivable;
- (c) Billing Records that contain inaccurate information;
- (d) Billing Records that are not in the format(s) specified by Verizon in its sole and absolute discretion;
- (e) Billing Records that include a per call or-per minute charge that is greater than, or in addition to, the customary charge for the transmission of such call (including, without limitation, charges for Pay-Per-Call Services) unless Verizon has expressly authorized Carrier, in writing, to submit such Billing Records to Verizon in its sole and absolute discretion;
- (f) Billing Records for charges or services that circumvent any blocking service, including without limitation Bill Block or any Call Blocking Services provided by

Verizon, or that otherwise circumvent Applicable Law, Verizon's Policies, or any prohibitions or restrictions set forth in this Agreement;

(g) Billing Records that result when a toll-free number converts, or refers an End-User, to another type of call.

(h) Billing Records for calling card, collect, or third number calls unless the Billing Telephone Number for such calls has been validated through a line information data base ("LIDB") service or similar verification procedure;

(i) Billing Records that (a) result from Cramming or Slamming; (b) contain unauthorized, misleading, confusing or deceptive charges for products or services or (c) are otherwise the result of changes to an End-User's telephone service that have not been authorized by such End-User;

(j) Billing Records for charges that have previously been removed from an End-User's bill;

(l) Aged Records;

(m) Except as expressly permitted by Verizon in its sole discretion, Billing Records that include, or will result in, any rebate, refund, kickback or other revenue sharing arrangement of any sort;

(n) Billing Records that include charges for services that the End-User denies ordering or that End-User has not expressly consented to receive;

(o) Billing Records for Pay-Per-Call Services or any similar service (including without limitation any product that is supplied by retrieval via a telephone call) unless Carrier has verified that the Responsible Party for the applicable Billing Telephone Number has been informed of the nature of the Pay-Per-Call Service, including all associated charges, and such Responsible Party has authorized such charges to appear on the End-User's telephone bill. Such verification shall be in a form acceptable to Verizon in its sole and absolute discretion. Carrier shall preserve such verifications and any such verification shall be produced by Carrier immediately upon request by Verizon or any public utility commission, consumer protection or law enforcement agency;

(p) Billing Records for Pay-Per-Call Services or other services that result in a minimum charge or other charge solely upon connection of the call (including, without limitation, pager call-back numbers, toll-free numbers that convert to other call types or any other form of Pay-Per-Call Service or other call service) unless Verizon has expressly authorized Carrier, in writing, to submit such Billing Records to Verizon in its sole and absolute discretion;

(q) Billing Records for Pay-Per-Call Services or other services that are provided to an End-User or Billing Telephone Number subject to any applicable blocking service, including without limitation Bill Block or any Call Blocking Services;

(r) Billing Records containing charges for Miscellaneous Services, unless Verizon has expressly approved charges for such Miscellaneous Services in writing, in Verizon's sole and absolute discretion, and unless such Miscellaneous Services otherwise comply with Verizon's Policies; or

(s) Billing Records to Verizon that contain charges for material deemed objectionable by Verizon, as determined by Verizon in its sole and absolute discretion, including without limitation any of the following:

- (i) Material that explicitly or implicitly refers to sexual conduct, or invites, describes, stimulates, excites, arouses or otherwise refers to sexual conduct or sexual innuendoes;
- (ii) Material that contains indecent, obscene, or profane language;
- (iii) Material that alludes to bigotry, racism, sexism, or other forms of discrimination;
- (iv) Material that through marketing, advertising, content, or delivery is deceptive, misleading, unclear, or that may take unfair advantage of the elderly, minors or the general public;
- (v) Material that is prohibited by Applicable Law;
- (vi) Material that reflects negatively upon Verizon;
- (vii) Material that results in an unacceptable level of End-User complaints as determined by Verizon in its sole and absolute discretion; or
- (viii) Material that Verizon deems unacceptable, inappropriate or objectionable.

"Bill Block" means a block of charges for Miscellaneous Services that prevents such charges from appearing on an End-User bill.

"Billing Records" means data transmitted to Verizon containing call detail and other information relating to charges or credits to be placed on an End-User's local telephone bill.

"Bill Rendering" - the preparation and distribution of billed information on behalf of Carrier.

"Billing Telephone Number (BTN)" means the primary End-User number representing the account responsible for invoice payment. The BTN may link multiple telephone lines and calling card numbers for billing purposes and may or may not be a dialable number.

"Billing User Guide" or "BUG" means the written statement of Verizon billing policies and procedures provided to Carrier, updated by Verizon from time to time in its sole and absolute discretion.

"Business Day" – Monday through Friday, except for holidays observed by Verizon.

"Call Blocking Service" means any service that blocks incoming or outgoing calls for an End-User.

A "Change of Control" shall be deemed to have occurred if (a) any person or group (within the meaning of Rule 13d-5 of the Securities and Exchange Commission) shall acquire after the Effective Date directly or indirectly, beneficially or of record, shares representing twenty-five percent (25%) or more of the aggregate ordinary voting power represented by the issued and outstanding capital stock of Carrier; (b) a majority of the seats (other than vacant seats) on the board of directors of Carrier shall at any time have been occupied by persons who were neither (i) nominated by the board of directors of Carrier (or a designee or nominating committee thereof) prior to their initial election to such board of directors, nor (ii) appointed by directors so nominated; or (c) any person or group (other than the board of directors of Carrier) shall otherwise directly or indirectly Control Carrier.

"Change Request" has the meaning set forth in the Billing User Guide.

"Claim" means any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including court costs), and expenses (including reasonable attorney's fees).

"Clearinghouse" means an entity that provides billing services to other service providers, including without limitation Telecommunications and information service providers, and aggregates and forwards such usage/data to Verizon for inclusion on the Verizon End-User bill.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"Complaint" means any inquiry or complaint received by Verizon's customer service, or any formal End-User complaint to a law enforcement agency, consumer protection agency, regulatory body, Verizon executive or established Verizon action line concerning, without limitation, Cramming, Slamming, Pay-Per-Call Services, Miscellaneous Services or operator-assisted calls, or that otherwise alleges, without limitation, fraudulent, misleading or improper business practices.

"CPNI (Customer Proprietary Network Information)" has the meaning set forth in Section 222 of the Telecommunications Act of 1996, 47 U.S.C. § 222.

"Cramming" means the practice of placing unauthorized, misleading, or deceptive charges on an End-User's telephone bill.

"End-User" means a third-party residence or business end-user subscriber to Telephone Exchange Services provided by Verizon who (a) also purchases Carrier's services or products or (b) if Carrier acts as a Clearinghouse, also purchases services or products provided by a Sub-CIC).

"Exchange Carrier Memo" or "EC Memo" a communication used to pass Adjustments and toll investigation requests manually between Carrier and Verizon, in accordance with Verizon's Policies.

"Exchange Message Interface" or "EMI" means the industry standard record layouts for interexchange carrier/local exchange carrier data exchange published by the Alliance for Telecommunication Industry Standards.

"FCC" means the Federal Communications Commission.

"File Receipt Confirmation" means the report generated by Verizon and sent to Carrier as confirmation of receipt of Billing Records.

"Invoice" means a combination of Accepted Billing Records for a particular BTN grouped to form a bill.

"LATA" has the meaning set forth in the Act.

"LEC" or "Local Exchange Carrier" has the meaning set forth in the Act.

"Miscellaneous Services" means services, other than message telephone services, for which Verizon has agreed to provide Service, in writing, and that comply with Applicable Law and Verizon's Policies.

"North America Numbering Plan" means the system of telephone numbering employed in the United States of America, Canada, Bermuda, Puerto Rico and certain Caribbean Islands.

"NPA" means the first three-digit indicator of each ten-digit telephone number within the North America Numbering Plan.

"NXX" means the three-digit switch indicator, representing the first three digits of a seven-digit phone number.

"PAR Report" means the statement periodically issued to Carrier summarizing accounts receivable for Accepted Billing Records that Verizon has acquired from Carrier pursuant to the terms and conditions of this Agreement.

"Pay-Per-Call Service" means any service (a) in which any person provides or purports to provide: (i) audio information or audio entertainment produced or packaged by such person; (ii) access to simultaneous voice conversation services; or (iii) any services for which the charges are assessed on the basis of the completion of the call; (b) for which the caller pays a per-call or per-time-interval charge that is greater than, or is in addition to, the charge for transmission of the call; and (c) that is accessed via an NPA or NXX that is customarily used to access such services (including, without limitation, an NPA of "900"). For the avoidance of any doubt, Pay-Per-Call Services do not include directory assistance services accessed using an NXX of "555" nor any other presubscribed service.

"Person" has the meaning set forth in the Act.

"Policy" - Verizon policies and procedures, including without limitation the Billing User Guide ("BUG"), technical reference guides, product bulletins and internal business practices, as each may be amended from time to time in Verizon's sole and absolute discretion.

"Recourse" means the return of charges that have been removed from the End-User's bill by Verizon.

"Responsible Party" means the person designated by the End-User as having authority to add, delete or modify telecommunications services or to incur new charges that will be billed on the End-User's local telephone bill.

"Single Balance Due" means the total amount due from End-User for all Verizon's local, equipment, directory, and intraLATA services, all Carrier charges and all charges of carriers for which Verizon provides billing service.

"Slamming" means the practice of changing an End-User's telephone service, including without limitation local, intraLATA service, or interLATA service, without End-User's permission.

"Sub-CIC" means a service provider who bills through Carrier, when Carrier is acting as a Clearinghouse, and whose charges appear on an End-User's bill.

"Tariff" means (a) any applicable Federal or state tariff of a Party, as amended from time to time; or (b) any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service. The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by a state commission pursuant to Section 252(f) of the Act.

"Tax" has the meaning set forth in Attachment C.

"Telecommunications" and "Telecommunications Services" have the meanings set forth in the Act.

"Telephone Exchange Service" has the meaning set forth in the Act.

"Third Party Claim" shall mean a Claim where there is (a) a claim, demand, suit or action by a Person who is not a Party, (b) a settlement with, judgment by, or liability to, a Person who is not a Party, or (c) a fine or penalty imposed by a Person who is not a Party.

"Unbillable", for any Billing Record, means a Billing Record that Verizon is unable to apply to an End-User account for billing.

"Uncollectible" means an unpaid balance resulting from the failure of an End-User to pay for final billed amounts due.

BILLING SERVICES AGREEMENT

ATTACHMENT B

RATES AND CHARGES FOR THE SERVICES

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service. Charges shall also include any state or local tax required by Applicable Law or Tariff to be collected from Carrier with respect to the purchase of a Service under this Agreement.
- 1.2 The Charges for a Service shall be as set forth below.
- 1.3 In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Primary Document, such Charges shall apply.
- 1.4 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for a Service shall be the Charges for the Service stated in Verizon's applicable Tariff.
- 1.5 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.4 of this Attachment, the Charges for the Service shall be as specified by Verizon in its sole and absolute discretion.

2. Change Request Charges

The Pre-Authorized Matrix Request Pricing List contains Verizon's then-current rates and charges for routine requests for changes to Verizon's billing system, where such changes are available. Verizon may amend the Pre-Authorized Matrix Request Pricing List in its sole and absolute discretion. When Carrier requests one of the routine changes listed on the Pre-Authorized Matrix Request Pricing List in accordance with the terms of this Agreement, these rates may be used by Carrier for a pre-authorized Change Request as described in Verizon's Policies. Carrier must send a Change Request to Verizon for requests not included in the Pre-Authorized Matrix Request Pricing List, as set forth in Verizon's Policies.

3. Minimum Monthly Charge

Minimum Monthly Charge for Services rendered under this Agreement:

Verizon Billing Regions 1, 3, 4, 5, 6, 7, 8	\$5,000.00
Verizon Billing Region 2	\$3,000.00

4. Verizon Telephone Operating Regions¹

Verizon Billing Region 1:

New York Connecticut

¹ This list of Billing Regions, and the jurisdictions within each Billing Region, is subject to modification from time-to-time in Verizon's sole and absolute discretion. Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-party.

Verizon Billing Region 2:

Massachusetts Rhode Island

Verizon Billing Region 3:

Delaware New Jersey Pennsylvania

Verizon Billing Region 4:

Virginia West Virginia Washington, DC
Maryland

Verizon Billing Region 5:

Texas

Verizon Billing Region 6:

Illinois Indiana Michigan
Ohio Wisconsin

Verizon Billing Region 7:

Florida North Carolina South Carolina

Verizon Billing Region 8:

Arizona California Idaho
Nevada Oregon Washington

5. Interstate Offset

If Charges for a Service provided under this Agreement are set forth in an applicable Verizon Tariff, Verizon shall (a) compute the amount that would be owed by Carrier to Verizon for such Service assuming the Charges for such Services are as set forth in this Primary Document (the "Presumed Intrastate Contract Charge"), (b) compute the amount that would be owed by Carrier to Verizon for such Service assuming the Charges for such Services are as set forth in the applicable Verizon Tariff (the "Presumed Intrastate Tariff Charge"), (c) subtract the Presumed Intrastate Tariff Charge from the Presumed Intrastate Contract Charge (such difference, the "Interstate Offset"), (d) on an intrastate basis, charge Carrier the Presumed Intrastate Tariff Charge and (e) add the Interstate Offset to amounts otherwise owed by Carrier to Verizon on an interstate basis; provided, however, that if the Interstate Offset is negative, Verizon shall have no obligation to provide Carrier with a net credit if the sum of the Interstate Offset and the interstate Charges otherwise owed by Carrier to Verizon under this Agreement is less than zero; and provided further that the Presumed Intrastate Tariff Charge shall not be subject to any further reduction based on the Interstate Offset.

Additional Rates for Services Set Forth in Service Attachments

SERVICE ATTACHMENT 5 – END-USERS COMMUNICATIONS SERVICES (WHERE AVAILABLE)	
Service Description	Pricing
SA5.1 Package Discount Information Page	
Charge assessed per bill for all Verizon Billing Regions	\$0.30
Set-up charge per Verizon Billing Region per order	Individual Case Basis
SA5.2 Bill Insert	
Charge assessed per Bill Insert per bill, for Verizon Billing Regions 1,2,3,4	Individual Case Basis
Charge assessed per Bill Insert per bill, for Verizon Billing Regions 5,6,7,8 (Single Sheet)	\$0.16
Charge assessed per Bill Insert per bill, for Verizon Billing Regions 5,6,7,8 (Folded Sheet)	\$0.20
Set-up charge per Verizon Billing Region per order (per Billing Region)	\$5,000.00
Set-up charge per Verizon Billing Region per order (for all Billing Regions)	\$25,000.00
SA5.3 Bill Message Charge (Used with Message Ready Billing Service)²	
Per Bill Message per bill for all Verizon Billing Regions	\$0.075
Set-up charge per Verizon Billing Region per order (per Billing Region) ³	\$5,000.00
Set-up charge per Verizon Billing Region per order (for all Billing Regions) ⁴	\$25,000.00
SA5.4 Marketing Message (Used with Invoice Billing Service)	
Per Marketing Message per bill for all Verizon Billing Regions	\$0.075

SERVICE ATTACHMENT 7 – WIRELESS PREMIUM ONE BILL INVOICE SERVICE	
Service Description	Pricing
SA7.1 Systems preparation charge, to prepare Verizon systems to provide Invoice Billing Service⁵	
For each individual Verizon Billing Region	\$125,000.00
Add or Change Carrier Identification Code ("CIC") after initial preparation (per CIC per Verizon Billing Region)	\$125,000.00
For all Verizon Billing Regions	\$450,000.00
Add or Change CIC after initial preparation (Per CIC)	\$450,000.00
SA7.2 Bill Rendering Rate	
Per double-sided page, per bill, for all Verizon Billing Regions	

² When Pay-Per-Call Billing Records are billed, any FCC/FTC required advisory statement is displayed within the Pay-Per-Call Billing Services section of the End-User's Bill.

³ This charge is waived if the Bill Message is used for a regulatory phrase required by Applicable Law.

⁴ This charge is waived if the Bill Message is used for a regulatory phrase required by Applicable Law.

⁵ System preparation charge(s) are startup charges and are nonrefundable; for the avoidance of any doubt, Verizon shall assess Carrier the systems preparation charge for each instance in which Carrier requests Premium One Bill Invoice Service to be established within a given Billing Region. By way of example and not of limitation, if Carrier establishes Premium One Bill Invoice Service only in New York and subsequently requests such Service to be established in Connecticut, the systems preparation charge shall be applied twice for such Billing Region.

SERVICE ATTACHMENT 8 – DIRECT BILL PREPARATION AND DISTRIBUTION SERVICE⁶	
Service Description	Pricing
SA8.1 Systems preparation charge, to prepare Verizon systems to provide Invoice Billing Service⁷	
For each individual Verizon Billing Region	Available on request
For all Verizon Billing Regions	Available on request
SA8.2 Bill Rendering Rate	
Per double-sided page, per bill, for all Verizon Billing Regions	

⁶ Except as otherwise noted herein, rates and charges set forth herein are in addition to rates and charges for Message Ready Billing Service, Invoice Billing Service and/or Wireless Premium One Bill Invoice Service.

⁷ System preparation charge(s) are startup charges and are nonrefundable; for the avoidance of any doubt, Verizon shall assess Carrier the systems preparation charge for each instance in which Carrier requests Premium One Bill Invoice Service to be established within a given Billing Region. By way of example and not of limitation, if Carrier establishes Premium One Bill Invoice Service only in New York and subsequently requests such Service to be established in Connecticut, the systems preparation charge shall be applied twice for such Billing Region.

⁸ If Billing Records for one or more Verizon Affiliates (other than Carrier) are included on a bill, this bill rendering rate is inapplicable and the bill rendering rate is instead as specified in the rates and charges for Service Attachment 1, Service Attachment 2 or Service Attachment 7, as applicable.

BILLING SERVICES AGREEMENT

ATTACHMENT C

TAXES

1. Definitions

All federal, state, and local sales, use, excise, gross receipts, and other taxes, fees, surcharges and tax-like charges imposed on or with respect to Carrier's services billed by Verizon under this Agreement, including Carrier computed tax or fee surcharges, are collectively referred to as a "Tax" or "Taxes." "Taxes" do not include income Taxes imposed on Verizon with respect to the fee Verizon charges Carrier for the Services Verizon performs under this Agreement, or gross receipts Taxes or any other Taxes that are imposed directly on Carrier without a means of recovery from the End-User.

2. Pay-Per-Call Billing and/or Message Ready Billing Services

- 2.1 Calculation. Carrier is solely responsible for the determination of the appropriate federal, state and local Taxes and Tax-associated rate elements and surcharges imposed on or collected from End-Users.
- 2.2 Application Procedures. Carrier shall follow the Change Request process set forth in Verizon's Policies to direct Verizon regarding the application and billing of Taxes, including, without limitation, implementation of the following:
- 2.2.1 Procedures or information relating to Taxes that are applicable to Carrier's services but not applicable to Verizon's services.
 - 2.2.2 Procedures or information arising from changes in Applicable Law relating to Taxes.
 - 2.2.3 Procedures or information relating to Taxes on new services offered by Carrier.
 - 2.2.4 Procedures or information relating to Tax or fee surcharges.
 - 2.2.5 Procedures or information relating to the Tax status of a particular End-User.
- 2.3 In the absence of direction from Carrier pursuant to Section 2.2 above, without warranty as to accuracy, completeness, or applicability to Carrier's services, Verizon shall apply, bill, record, and collect Taxes using standard Verizon procedures and information, including without limitation, tax applications, tax rates, and tax-exempt information.
- 2.4 Verizon shall use reasonable efforts to implement Tax changes or new procedures as instructed by Carrier on a timely basis.
- 2.5 Verizon shall provide Tax reports to Carrier in support of the Taxes billed Carrier's End-Users in order that Carrier may file its Tax returns. The reports shall be enclosed with PAR Reports sent to Carrier unless limited by system capabilities. In addition, at Carrier's request, Verizon shall make available to Carrier all existing information in Verizon's possession reasonably necessary for Carrier to file its Tax returns, seek administrative or judicial relief with respect to Taxes, or comply with audits.

- 2.6 Verizon shall remit billed Taxes to Carrier as part of the monthly report sent to Carrier; provided, however, that Verizon shall not remit Taxes to Carrier when remittance is specifically prohibited by Applicable Law.

3. Invoice Billing Services

- 3.1 Carrier shall be responsible for determining and calculating Taxes to be billed or collected by Verizon in connection with Carrier's Invoice Billing Services, including the tax-exempt status of any End-User. Each Party recognizes that Verizon is merely acting on behalf of Carrier with respect to the billing and collection of Taxes hereunder.
- 3.2 Verizon shall bill the Taxes as calculated by Carrier.
- 3.3 Verizon shall remit billed Taxes to Carrier as part of the monthly purchase of receivables payment; provided, however, that Verizon shall not remit Taxes to Carrier when remittance is specifically prohibited by Applicable Law.

4. Other Tax Procedures

- 4.1 Verizon's contact representatives shall accept and resolve End-User Tax inquiries in accordance with service procedures when Carrier has purchased Inquiry Service. Otherwise, any communications from End-Users relating to Taxes shall be the responsibility of Carrier.
- 4.2 Carrier shall file with the applicable taxing authorities all returns, or other tax information, for Taxes and timely pay or remit to the applicable taxing authorities all such Taxes, including Tax and fee surcharges, and any applicable interest and penalties. Carrier shall be solely responsible for the preparation and content of its Tax returns.
- 4.3 Verizon shall notify Carrier if any taxing authority advises Verizon that it intends to audit Billing Records in Verizon's possession, custody, or control with respect to Taxes that Carrier may be required to pay or for which Carrier may be required to reimburse Verizon.
- 4.4 All communications with taxing authorities regarding Taxes applicable to Carrier charges shall be the responsibility of Carrier.
- 4.5 As a billing agent for Carrier, Verizon is billing Carrier's revenues for a specific fee. Verizon shall not report these billings as its own receipts for gross receipts tax purposes or any other Tax purpose unless otherwise required by Applicable Law. Carrier shall report such billings as its own receipts for gross receipts tax and any other Tax purposes as required by Applicable Law.

5. Taxes - Indemnity and Recourse

- 5.1 The indemnities provided for in this Section 5 shall be payable without regard to which Party is obligated to collect and remit Taxes or to file the Tax returns and shall be the sole indemnification provided by either Party with respect to the Tax matters covered in this Attachment. Neither the indemnification provisions nor the claim limitation provisions contained elsewhere in this Agreement shall apply to the Tax matters covered in this Service Attachment.
- 5.2 Carrier shall indemnify, defend, and hold harmless Verizon from and against any and all liabilities or losses resulting from any Tax, interest, penalties, additions to Tax, Tax or fee surcharge, or other charge or expense payable by Verizon (including attorneys'

fees and other reasonable expenses incurred in defending Claims or actions for such charges) incurred by Verizon as a result of:

5.2.1 The delay or failure of Carrier, for any reason, to pay or remit any Tax or file any Tax return or other Tax information as required by Applicable Law or this Agreement;

5.2.2 Verizon complying with this Agreement or any determination or direction by or advice of Carrier, or correctly using information provided by Carrier in performing any Tax-related service hereunder;

5.2.3 Any audit or investigation by a taxing authority with respect to Taxes associated with this Agreement.

5.3 Should any taxing authority determine that any Taxes (including interest, penalties, additions to Taxes, and Tax or fee surcharges) that have not been paid by Carrier are payable by Verizon to the taxing authority as a result of Verizon's performance of any obligation under this Agreement, Verizon shall so advise Carrier. Carrier shall be liable for all such Taxes, interest, penalties and additions to Taxes and Tax or fee surcharges. Carrier shall, at its option and expense (including reimbursement or payment of any such assessment prior to final resolution of the issue), have the right to seek a ruling as to the applicability of any such Tax or to protest any assessment and participate in any legal challenge to such assessment, but shall be liable for all Taxes, penalties, interest, additions to Taxes, and Tax and fee surcharges ultimately determined to be due. Verizon shall, when requested by Carrier and at Carrier's expense, cooperate or participate with Carrier in any such proceeding, protest, or legal challenge; provided, however, that Verizon may decline to participate if Verizon determines, in its sole and absolute discretion, that such participation would be without merit or may result in contempt or similar proceedings against Verizon.

BILLING SERVICES AGREEMENT

SERVICE ATTACHMENT 5

END-USERS COMMUNICATIONS SERVICES

Carrier agrees to order and Verizon agrees to provide End-Users Communications Services subject to the rates, terms and conditions set forth in the Agreement and within this Service Attachment as set forth more fully below.

1. Service Description

- 1.1 End-Users Communications Services are services whereby Verizon permits Carriers to communicate with End-Users via Bill Inserts, Bill Messages, Marketing Messages and Package Discount Information Pages.
- 1.2 As used herein:
 - 1.2.1 "Bill Insert" means an insert, other than an Accepted Billing Record, that Verizon includes with an End-User's bill.
 - 1.2.2 "Bill Message" means a message, other than an Accepted Billing Record, that appears on an End-User bill.
 - 1.2.3 "Marketing Message" means an advertising, promotional or information message, other than an Accepted Billing Record, that appears on an End-User's bill.
 - 1.2.4 "Package Discount Information Page" means a communication, other than an Accepted Billing Record, regarding product or bundled service package discounts that appear on an End-User's bill, subject to limitations imposed by Verizon in its sole and absolute discretion.

2. Service Restrictions

- 2.1 Verizon shall have no obligation to accept, and may reject in its sole and absolute discretion, any proposed communication by Carrier to End-Users via End-User Communications Services.
- 2.2 All proposed communications by Carrier to End-Users via End-User Communications Services shall comply with Verizon's graphic, printing, packaging, production format and other standards, as determined by Verizon in its sole and absolute discretion.
- 2.3 Verizon shall have no obligation to provide End-Users Communications Services, other than regulatory bill messages or advisory messages, with Pay-Per-Call Billing Services.
- 2.4 Bill Messages shall only be available to Carriers purchasing Message Ready Billing Service, and Bill Messages shall conform to the specifications and limitations set forth in Verizon's Policies.
- 2.5 Marketing Messages shall only be available to Carriers purchasing Invoice Billing Service, and Marketing Messages shall conform to the specifications and limitations set forth in Verizon's Policies.
- 2.6 No Bill Insert, Bill Message, Marketing Message or Package Discount Information Page shall be obscene, defamatory, competitive with products or services offered by wholly-owned or controlled affiliates of Verizon Communications Inc., otherwise

unlawful or otherwise objectionable to Verizon. Verizon shall not be responsible for the content of any Bill Insert, Bill Message, Marketing Message or Package Discount Information Page, and Carrier shall indemnify and hold harmless Verizon for third-party claims arising from the content of such marketing insert(s).

2.7 Verizon shall provide End-User Communications Services subject to any additional limitations set forth in Verizon's Policies.

3. Ordering Procedures

Carrier shall order End-User Communications Services in accordance with the procedures set forth in Verizon's Policies.

4. Charges for Service

Carrier shall pay the rates and charges for End-Users Communications Service set forth in Attachment B.

BILLING SERVICES AGREEMENT

SERVICE ATTACHMENT 7

WIRELESS PREMIUM ONE BILL INVOICE SERVICE

Carrier agrees to order and Verizon agrees to provide Wireless Premium One Bill Invoice Service without Inquiry Service subject to the rates, terms and conditions set forth in the Agreement and within this Service Attachment as set forth more fully below.

1. Service Description

- 1.1 Wireless Premium One Bill Invoice Service is a service whereby Verizon incorporates, on an End-User's bill, Accepted Billing Records (excluding Accepted Billing Records for Pay-Per-Call Services) that Carrier transmits to Verizon in a format as mutually agreed that Verizon can prepare for direct posting to such End-User's bill.
- 1.2 Prior to transmitting Accepted Billing Records to Verizon, Carrier shall accumulate, guide and format such Accepted Billing Records in Invoice-prepared format and otherwise in accordance with Verizon's Policies. Verizon shall post such Accepted Billing Records to End-User bills in accordance with Verizon's Policies.

2. Service Restrictions

- 2.1 Carrier shall not submit, and Verizon shall have no obligation to accept, Billing Records for Pay-Per-Call Services unless Carrier has purchased Pay-Per-Call Billing Services from Verizon pursuant to rates, terms and conditions set forth in this Agreement.
- 2.2 Verizon shall have no obligation to accept Billing Records from Carrier for End-Users that do not meet Carrier's highest standards of creditworthiness.
- 2.3 Verizon shall provide Wireless Premium One Bill Invoice Service subject to any additional limitations set forth in Verizon's Policies.
- 2.4 Unless otherwise agreed by the Parties, Verizon shall have no obligation to collect from End-Users, on behalf of Carrier, unpaid balances that accrued prior to the initiation of Premium One Bill Invoice Service for such End-Users.

3. Charges



- 3.1 Carrier shall pay the rates and charges for Wireless Premium One Bill Invoice Service set forth in Attachment B.
- 3.2 The rates and charges set forth in Attachment B are based on the following assumptions (the "Rate Basis Assumptions"): (a) Carrier shall submit Billing Records to Verizon for only those End-Users that meet Carrier's highest standards of creditworthiness and (b) Carrier shall maintain a voice prompt on Verizon customer service telephone lines that automatically directs End User inquiries about Carrier to Carrier.
- 3.3 Verizon may change the rates and charges set forth in this Agreement if Carrier requests any material change to the Rate Basis Assumptions. Carrier shall provide Verizon with thirty (30) days prior written notice of any proposed changes to the Rate Basis Assumptions.

4. Uncollectible Procedures

Uncollectible Procedures are as set forth in Verizon's Policies.

5. End User Adjustments

5.1 Verizon shall refer all contacts by Carrier's End-Users concerning crediting, adjusting or investigating Carrier's charges to Carrier at the following address and telephone number:


Verizon Wireless
Associate Director-Marketing Operations
2000 Corporate Drive
Orangeburg, NY 10962


5.2 Carrier shall maintain a voice prompt on Verizon customer service telephone lines that automatically directs End User inquiries about Carrier to Carrier.

5.3 Verizon shall process Carrier requests to adjust an End-User's bill in accordance with Verizon's Policies.

5.4 Adjustments, if any, shall be made to the Single Balance Due on an End-User's account.

5.5 If an End-User (a) refuses to contact Carrier or (b) is unable to resolve a billing dispute with Carrier and seeks to resolve such dispute with Verizon, Verizon shall review such billing dispute. Verizon shall evaluate and process such request to adjust an End-User's bill in accordance with Verizon's Policies.

6. Taxes

Carrier shall comply with the terms and conditions for Taxes set forth in Attachment C.

7.



BILLING SERVICES AGREEMENT

SERVICE ATTACHMENT 8

DIRECT BILL PREPARATION AND DISTRIBUTION SERVICE

Carrier agrees to order and Verizon agrees to provide Direct Bill Preparation and Distribution Service subject to the rates, terms and conditions set forth in the Agreement and within this Service Attachment as set forth more fully below.

1. Service Description

- 1.1 Direct Bill Preparation and Distribution Service is a service whereby Verizon prepares and distributes to Other Verizon Affiliates Customers (as defined below) an integrated bill that includes charges of Carrier and other Verizon Affiliates, but not charges of Verizon.
- 1.2 Verizon shall accumulate and guide Accepted Billing Records submitted by Carrier in preparation for billing, shall apply Taxes in accordance with Attachment C, as appropriate, and shall post such Accepted Billing Records to the bills that Verizon prepares for Other Verizon Affiliates Customers as appropriate.
- 1.3 For the avoidance of any doubt, Verizon shall print and distribute, in accordance with Verizon's customary practices, Other Verizon Affiliates Customer bills showing amounts due to Carrier from Other Verizon Affiliates Customers for the services provided by Carrier.
- 1.4 For purposes of fulfilling Verizon's obligations under this Agreement, Carrier shall provide to Verizon the billing name and address for each Other Verizon Affiliates Customer in a form and manner specified by Verizon.
- 1.5 For the avoidance of any doubt, Verizon shall bill Carrier charges to Other Verizon Affiliates Customers in accordance with Verizon's normal billing schedule.
- 1.6 As used in this Service Attachment, an "Other Verizon Affiliates Customer" means a third-party purchaser of services or products from an Affiliate of Verizon who does not also subscribe to Verizon's Telephone Exchange Services. References to End-Users in this Agreement shall be deemed also to be references to Other Affiliate End Users unless context, as determined by Verizon, otherwise requires.

2. Service Restrictions

- 2.1 Verizon shall have no obligation to collect from Other Verizon Affiliates Customers, on behalf of Carrier, unpaid balances that accrued prior to the initiation of Direct Bill Preparation and Distribution Service for such Other Verizon Affiliates Customers.
- 2.2 Notwithstanding Section 2.1 of this Service Attachment 8, if Verizon receives from an Other Verizon Affiliates Customer, on behalf of Carrier, payment for a balance that accrued prior to the initiation of Direct Bill Preparation and Distribution Service, Verizon shall reflect a credit balance in the amount of such payment on the Other Verizon Affiliates Customer's bill pursuant to its customer service procedures.
- 2.3 Carrier shall not submit, and Verizon shall have no obligation to accept, Billing Records for Direct Bill Preparation and Distribution Service unless Carrier has purchased Message Ready Service, Invoice Billing Service or Wireless Premium One Bill Invoice Service.

2.4 Verizon shall provide Direct Bill Preparation and Distribution Service subject to any additional limitations set forth in Verizon's Policies.

3. Charges for Services

Carrier shall pay the rates and charges for Direct Bill Preparation and Distribution Service set forth in Attachment B.

4. Uncollectible Procedures

Uncollectible Procedures are as set forth in Verizon's Policies.

5. No Inquiry Service

5.1 Verizon shall refer all contacts by Other Verizon Affiliates Customers concerning crediting, Adjusting or investigating Carrier' charges to Carrier at the following address and telephone number:

[REDACTED]
Verizon Wireless
Associate Director-Marketing Operations
2000 Corporate Drive
Orangeburg, NY 10962
[REDACTED]

5.2 Carrier shall maintain a voice prompt on Verizon customer service telephone lines that automatically directs Other Verizon Affiliate Customer inquiries about Carrier to Carrier.

5.3 Verizon shall process Carrier requests to adjust an Other Verizon Affiliates Customer's bill in accordance with Verizon's Policies.

5.4 Adjustments, if any, shall be made to the Single Balance Due on an Other Verizon Affiliates Customer's account.

5.5 If an Other Verizon Affiliates Customer (a) refuses to contact Carrier or (b) is unable to resolve a billing dispute with Carrier and seeks to resolve such dispute with Verizon, Verizon shall review such billing dispute. Verizon shall evaluate and process such request to adjust an Other Verizon Affiliates Customer's bill in accordance with Verizon's Policies.

6. Taxes

Carrier shall comply with the terms and conditions for Taxes set forth in Attachment C.